

This Instrument Prepared by:  
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OCT 31 2014

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
CONDOMINIUM FOR CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
CONDOMINIUM RELATING TO CARRIAGE HOMES AT TERRAMAR, A  
CONDOMINIUM, made this 3<sup>rd</sup> day of November, 20 14, by the Board of  
Directors for Carriage Homes at Terramar Condominium Association, Inc., a Florida not for  
profit corporation, (hereafter "Association") by and through its President and Secretary of the  
Association.

WITNESSETH:

WHEREAS, the Declaration of Condominium relating to Carriage Homes at Terramar, a  
Condominium has been recorded in the Public Records of Broward County, Florida in Official  
Records Book 17175, Page 782, (the "Declaration") and as amended.

WHEREAS, Paragraph 8 of the Declaration provides that the Declaration may be  
amended by the affirmative vote of two-thirds (2/3) of the voting interests in the membership;  
and

WHEREAS, the Association desires that the attached Amendments to the Declaration be  
certified of record as notice to all current and future owners of property subject to the Declaration  
of the contents of said governing document as if it was originally included therein, all of which  
shall run with the property and shall be binding upon all parties having any right, title or interest  
in the property or any part thereof, or additions thereto, their heirs, successors and assigns.

NOW THEREFORE, the President and the Secretary of the Association hereby certify  
that:

1. On 7/15, 20 14, a Special Meeting of the Board of Directors and  
Members was duly conducted for the purpose of adopting the Amendment to the  
Declaration attached hereto as Exhibit "1". At said Member's Meeting, a number  
greater than two-thirds (2/3) of the voting interests in the membership approved  
the adoption of the Amendment to the Declaration attached hereto as Exhibit "1".
2. The approval of the Amendment to the Declaration, appear in the minutes of the  
Association and said approval is unrevoked.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 3<sup>rd</sup> day of November, 2014.

Witness:

CARRIAGE HOMES AT TERRAMAR  
CONDOMINIUM ASSOCIATION, INC., a  
Florida not for profit corporation

Cynthia A Whittle  
Name:

Joseph Bellusci  
By: Joseph Bellusci

Its: President


Cynthia A Whittle  
Name:

Robin Gordon  
Attested to by: Robin Gordon

Its: Secretary

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 3 day of November, 2014 by Joseph Bellusci, as President and Robin Gordon, as Secretary of Carriage Homes at Terramar Condominium Association, Inc., a Florida not for profit corporation, on behalf of said corporation, and who are personally known to me or who have produced their drivers licenses as identification.

 HEATHER FISHBOUGH  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE222291  
Expires 8/5/2016

Heather Fishbough  
Notary Public  
State of Florida

**EXHIBIT "1"**  
**AMENDED DECLARATION OF CONDOMINIUM RELATING TO**  
**CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM**

**NOTE: New words inserted in the text are underlined and words deleted are struck through.**

Section 13 is hereby amended as follows:

13. Assessments: Liability, Liens, Priority, Interest and Collections

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses of the Condominium. A Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while the Owner of a Unit, except as provided in Paragraph 14 below. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for the latter's share of the Common Expenses up to the time of such voluntary conveyance.

B. The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and may assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Unit Owners in the proportions or shares set forth in Paragraph 12 hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors. The Association shall, if requested by the Community Association, collect the Community Association assessments and shall remit such assessments directly to the Community Association.

C. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect Special Assessments to meet such needs of the Association, in accordance with the Act.

1. The Board of Directors of the Association, in assessing for Common Expenses, shall include statutorily required reserve funds and may include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Common Elements.

2. The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of difficulty. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Unit Owners or as a result of emergencies.

3. The Association shall charge to each and every approved purchaser of a Unit within the Condominium Building, a one time working capital contribution in the amount of \$1,000.00. This one time working capital contribution may be used by the Association for any purpose, including payment of ordinary common expenses or operating costs and will not be credited against regular assessments or charges. This initial working capital contribution cannot be waived and is not to be credited against any unpaid Assessments due and owing from the Unit Owner selling the Unit.

D. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration or the Condominium Act. All monies received from Assessments may be commingled with other monies held by the Association. All Assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign,

hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.

E. Liability for Assessments may not be waived by abandonment of a Unit, or by waiver of the use of any Common Elements or other property by which an Owner is entitled to use or enjoy.

F. Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a \$25.00 late charge per month against the defaulting Unit Owner. Payments made shall be applied to interest first, then penalty, and then to principal. The Association shall furnish to the Mortgagee of any Unit upon its request, written notification of any default in Assessment payments of the Owner whose Unit is encumbered by that mortgage.

G. The Association shall have a lien upon each Condominium Parcel, which lien shall secure the payment of all monies due from each Unit Owner for which he is liable to the Association, including all Assessments, interest and expenses provided for in this Declaration and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien shall be effective, have priority and be collected as provided by the Act unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event the lien right in favor of the Association having the highest priority and dignity shall be the lien of the Association.

H. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association may be entitled, at the Court's discretion, to rent from the Owner of any Condominium Unit from the date on which the payment of any Assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said Condominium Unit. The rent required to be paid shall be equal to the rent charged on comparable type of Condominium Units in Broward County, Florida.

I. Where the Mortgagee of any mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title, acquirer's successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Unit or chargeable to the former Unit Owner of such Unit which became due prior to acquisition of title as a result of foreclosure (or acceptance of a deed in lieu thereof), unless such share is secured by a claim of lien for Assessments that is recorded prior to the recording of the Mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, acquirer's successors and assigns. It is understood that such acquirer shall be liable for acquirer's share of Common Expenses or Assessments attributable to acquirer's Condominium Unit from the date of acquiring said Condominium Unit. Except as provided in this Declaration, no Unit Owner may be excused from the payment of Unit Owner's proportionate share of the Common Expenses of the Condominium unless all Unit Owners are likewise proportionately excused from such payment.

J. Nothing contained herein shall abridge or limit the rights and responsibilities of Mortgagees as set forth in the Condominium Act.

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Section 28 is hereby amended as follows:

28. Animals and Pets

No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted in any Unit, with the

exception of a dog, a cat, or other usual and common household pet, but no more than a total of ~~one (1)~~ two (2) household pets. The keeping of a dog or other domestic pet at the Condominium is not a right of a Unit Owner, but it is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Condominium.

This license is subject to the following conditions:

- A. Pets shall be kept on a leash at all times when outside the Unit.
- B. Pets are permitted to have excrements upon the Common Elements provided that the Owner shall immediately remove such excrement from the Common Elements with a "Pooper-Scooper" or other appropriate tool and deposit such waste in an approved trash receptacle.
- C. The Owner of a pet shall be responsible, and by virtue of ownership assumes responsibility, for any damage to persons or property caused by his pet(s).
- D. Any pet whose owner violates the provisions and intent of this Rule shall be deemed a nuisance and shall be subject to removal.